

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

**SMITHCNC-SOLAR, d/b/a  
SUNPRO-SOLAR, LLC,**

**Plaintiff,**

**v.**

**DANHYDRA, INC.**

**Defendant.**

**Case No.:** 5:23-CV-413

**Judge** \_\_\_\_\_

---

**EXHIBIT 1**

**DEFENDANT DANHYDRA, INC.'S NOTICE OF REMOVAL**

**LYNN M. TODARO**  
**STARK COUNTY CLERK OF COURTS**

**SMITHCNC SOLAR DBA SUNPRO SOLAR LLC ,ET AL**  
PLAINTIFF,

VS.

CASE NUMBER : **2023CV00113**

**DANHYDRA INC**

ASSIGNED JUDGE : **CHRYSSA N. HARTNETT**

DEFENDANT,

**SUMMONS**

January 20, 2023

TO THE FOLLOWING NAMED DEFENDANT:

DANHYDRA INC  
C/O WINSTON HARRIS SHAW S/A  
5100 BOYD LAKE AVE  
LOVELAND, CO 80538

YOU HAVE BEEN NAMED A DEFENDANT IN A COMPLAINT FILED IN STARK COUNTY COURT OF COMMON PLEAS, STARK COUNTY COURT HOUSE, CANTON, OHIO 44702 BY:

SMITHCNC SOLAR - DBA SUNPRO SOLAR LLC  
2381 LOCUST STREET UNIT 4  
CANAL FULTON, OH 44614

PLAINTIFF.

A COPY OF THE COMPLAINT IS ATTACHED HERETO. THE NAME AND ADDRESS OF THE PLAINTIFF'S ATTORNEY IS:

GEOFFREY EICHER  
ONE CASCADE PLAZA  
7TH. FLOOR  
AKRON, OH 44308

YOU ARE HEREBY SUMMONED AND REQUIRED TO SERVE UPON THE PLAINTIFF'S ATTORNEY, OR UPON THE PLAINTIFF, IF HE HAS NO ATTORNEY OF RECORD, A COPY OF AN ANSWER TO THE COMPLAINT WITHIN TWENTY-EIGHT DAYS AFTER THE SERVICE OF THIS SUMMONS ON YOU, EXCLUSIVE OF THE DAY OF SERVICE. YOUR ANSWER MUST BE FILED WITH THE COURT WITHIN THREE DAYS AFTER THE SERVICE OF A COPY OF THE ANSWER ON THE PLAINTIFF'S ATTORNEY.

IF YOU FAIL TO APPEAR AND DEFEND, JUDGMENT BY DEFAULT WILL BE RENDERED AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT.

LYNN M. TODARO  
CLERK OF COURTS  
STARK COUNTY, OHIO

*Rebecca L. Tisevich*

R. TISEVICH, DEPUTY CLERK

STARK COUNTY COMMON PLEAS COURT  
CIVIL DESIGNATION FORM

PURSUANT TO LOCAL RULE 9.02, THIS FORM MUST BE FILLED OUT IN ITS ENTIRETY.  
IF THIS FORM IS NOT FILLED OUT IN ITS ENTIRETY, THE COMPLAINT AND ALL  
OTHER DOCUMENTS WILL BE RETURNED BY THE CLERK WITHOUT FILING.

CASE NUMBER

2023 CV 00113

PLAINTIFF

SmithCNC-Solar, d/b/a SunPro-Solar, LLC

-vs-

Hartnett

Danhydra, Inc.

DEFENDANT

Has this case been previously filed and dismissed? \_\_\_\_ Yes X No. If yes, list case no. and judge. \_\_\_\_\_

List all related pending case(s) including case number and judge. \_\_\_\_\_

CIVIL CATEGORIES: PLACE (X) IN ONE CATEGORY ONLY

- ☐ A. Professional Tort  
     ☐ Medical Malpractice  
     ☐ Dental Malpractice  
     ☐ Optometric Malpractice  
     ☐ Chiropractic Malpractice  
     ☐ Legal Malpractice  
     ☐ Other Malpractice

☐ E. Foreclosure☐ F. Administrative Appeal☐ G. Complex Litigation Classification Requested☐ B. Product Liability☒ H. Other Civil

- ☐ C. Other Tort  
     ☐ Personal Injury  
     ☐ Personal Injury- Auto  
     ☐ Miscellaneous

- ☒ Contract Case  
☐ Miscellaneous Civil  
☐ Real Property  
☐ Consumer Sales Practices Act  
☐ Credit Card Case

☐ D. Workers Compensation**Brief Factual Summary:**

Plaintiff provided services to Defendant, who refuses to pay.

**Description of damages including all special damages to date:**

Defendant refuses to pay for services provided by Plaintiff totaling \$188,959.36.

Do you think this case should be referred to the Court Mediation Program at this time? \_\_ Yes X No**Reasons:**Is this case based on a violation of the Ohio Mortgage Broker Act (ORC 1322) ? \_\_\_\_ Yes X No

Seiple & Eicher Co., LPA  
 Firm Name (Print or Type)  
 One Cascade Plaza, 7th Floor  
 Akron, Ohio 44308

Address

330-535-0135

Telephone

REV. 9/09

Geoffrey L. Eicher  
 Attorney of Record (Print or Type)

Signature

0041606

Attorney Registration Number

2023 JAN 19 AM 10:33  
 CLERK OF COURTS  
 STARK COUNTY, OHIO

LYNN M. TOWNE  
CLERK OF COURTS  
STARK COUNTY, OHIO  
2023 JAN 19 AM 10:34

IN THE COURT OF COMMON PLEAS  
STARK COUNTY, OHIO

SMITHCNC-SOLAR, d/b/a  
SUNPRO-SOLAR, LLC  
2381 Locust Street, Unit 4  
Canal Fulton, Ohio 44614

Plaintiff

vs.

DANHYDRA, INC.  
c/o Winston Harris Shaw, Statutory Agent  
5100 Boyd Lake Ave.  
Loveland, CO 80538

Defendant

) CASE NO. 2023CV00113

) JUDGE

**Hartnett**

) COMPLAINT

) (Breach of Contract;

) Money Due on Account)

Now comes the Plaintiff and for its cause of action states as follows:

1. At all times relevant herein, Plaintiff, SmithCNC-Solar, d/b/a SunPro-Solar, LLC ("SunPro"), was a limited liability company duly formed and operating under the law of the State of Ohio.

2. At all times relevant herein, Defendant, Danhydra, Inc. ("Danhydra"), was a corporation duly licensed and organized under the laws of the State of Colorado.

3. On or about February 10, 2021, Danhydra contacted SunPro, in the State of Ohio, for the purpose of providing a quote for the manufacture of certain industrial equipment for Danhydra. It was understood and contemplated that SunPro may have to secure the manufacture

of different components of the industrial equipment in various parts of the country, or even outside of the United States.

4. SunPro initially provided a quote for the requested work to Danhydra, along with SunPro's standard contract terms and conditions, which include the provision that Ohio law shall apply to the transaction. Said terms and conditions are attached hereto as Exhibit 1.

5. Danhydra did not accept the initial quote due to price and requested that SunPro obtain quotes from various manufacturers outside of the United States in order to reduce costs. Ultimately, SunPro obtained manufacturing costs suitable to Danhydra at which on March 24, 2021, Danhydra issued a purchase order for the manufacture of the equipment. A copy of the Danhydra purchase order is attached hereto as Exhibit 2. The Danhydra purchase order contained no additional terms and/or conditions. Thereafter, SunPro began manufacture of the equipment per the Danhydra purchase order.

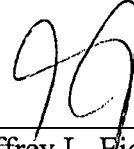
6. As manufacture of the equipment progressed, Danhydra requested numerous changes to the purchase order and requested manufacturing specifications not previously provided to SunPro nor identified in the Danhydra purchase order. These product specification changes resulted in manufacturing delays and additional charges, all of which Danhydra agreed upon.

7. On or about September 6, 2022, after the manufacture of the requested machinery was nearly complete, including all of the requested product specification changes, Danhydra abruptly cancelled the order, refusing to make payment.

8. As a direct and proximate result of Danhydra's breach, SunPro has been damaged in the amount of \$188,959.36 (Exhibit 3).

WHEREFORE, Plaintiff demand judgment against the Defendant in an amount of \$188,959.36, plus the costs of this action.

Respectfully submitted,

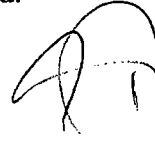


---

Geoffrey L. Eicher (0041606)  
SEMPLE & EICHER CO., LPA  
One Cascade Plaza  
Seventh Floor  
Akron, Ohio 44308  
(330) 535-0135  
(330) 535-0701-fax  
geoff@se.legal  
Attorney for Plaintiff

**INSTRUCTIONS TO THE CLERK**

Please issue Summons and Complaint upon the Defendant as set forth in the caption of this Complaint by certified mail, return receipt requested.



---

Geoffrey L. Eicher

**SmithCNC-SOLAR Standard TERMS AND CONDITIONS****TAXES**

- 1) The prices quoted are exclusive of any present or future Federal, State, Municipal or other Sales or Use or Excise Taxes.

**SPECIFICATIONS & PRACTICES**

- 2) All products shall be furnished subject to SELLER'S standard manufacturing specifications and practices. Any change in the SELLER'S standard manufacturing specifications or practices requested by BUYER will be subject to approval by SELLER. All affected provisions of the contract resulting from said change(s) including, but not limited to, the price and shipment date shall be subject to the mutual agreement of the parties.
- 3) SmithCNC-SOLAR assumes no responsibility for the proper functioning or engineering or maintenance of molds, dies, parts of equipment made by it in conformity with, and within tolerance specified in, plans or specifications submitted by the BUYER. SmithCNC-SOLAR does not guarantee any specified tolerance in the manufacture of any casting from models submitted by the BUYER unless special arrangements are made with respect thereto.

**CANCELLATION BEFORE SUBSTANTIAL PERFORMANCE BY SELLER**

- 4) In the event BUYER cancels its purchase order before SELLER has substantially performed the contract, BUYER shall pay SELLER for partial performance which shall be completed labor at SELLER's prevailing shop rate and purchased material and services at cost plus a reasonable markup.

**DELAYS**

- 5) The SELLER shall not be liable for any expense, loss or damage resulting from delay or prevention of performance caused by fires, floods, Acts of God, strikes, labor disputes, labor shortages, inability to secure labor or materials, riots, thefts, accidents, acts or failure to act by Government, or BUYER, transportation delays, or any other cause whatsoever, whether similar or dissimilar to those enumerated above, beyond the reasonable control of the SELLER which may delay or prevent SELLER'S performance hereunder.

**LAWS AND REGULATIONS**

- 6) Should any federal, state or local law, or other code, law or regulation require changes to be made in the SELLER'S production specifications and or practices, the BUYER shall so notify SELLER; on receipt of said notice the contract price, schedule for shipment, and any other affected conditions of the contract shall be adjusted accordingly.

**RISK OF LOSS**

- 7) Risk of Loss to the products called for and furnished under the terms of this contract shall pass to the BUYER upon delivery of the product or any portion thereof to a common carrier at a point of origin. In the event that SELLER transports the products, risk of loss shall pass to BUYER at time of delivery at point of destination.

**WARRANTY**

- 8) The SELLER shall at its option either repair or replace F.O.B. point of shipment or credit the BUYER (with the price paid to the SELLER by BUYER for such nonconforming part) for any part of the product or products which, prior to the expiration of ninety (90) days from date of shipment, fail to conform to the dimensions and/or materials specified in the order, provided the BUYER properly stores the product(s) and promptly notified SELLER of such nonconformity. ALL OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED FROM THIS CONTRACT. The sole liability of the SELLER and the exclusive remedy of the BUYER arising out of the manufacture, sale or furnishing of the product or products hereunder or their use, whether arising under warranty, tort (including negligence), or otherwise, shall be limited to the cost of repair or replacement as herein specified. The SELLER shall not be responsible for work done, products or parts furnished, or repairs made by others, unless the work is specifically ordered by the SELLER for the fulfillment of the contract. Further, SELLER'S maximum liability hereunder arising from any cause whatsoever shall not exceed the contract price.

**TITLE**

- 9) All tools, dies, molds, jigs, or equipment used for production, except those furnished to SmithCNC-SOLAR by the BUYER without cost, shall remain the property of SmithCNC-SOLAR, unless special arrangements are made to the contrary.

**ADDITIONS, MODIFICATIONS AND REPAIRS**

- 10) SELLER'S sole liability nonconforming of defective additions, modifications, or repairs to BUYER'S products shall be to repair or replace the nonconforming addition, repair or modification or in failure thereof, SELLER'S liability shall be the price paid or to be paid to SELLER by BUYER.

**SPECIAL INCIDENTAL & CONSEQUENTIAL DAMAGES**

- 11) In no event shall the SELLER be liable for special, incidental or consequential damages whether direct, special, incidental, consequential or otherwise resulting directly or indirectly from the use of, or inability to use, the products sold hereunder, including but not limited to, loss of profits, increased operating costs, loss of production or shutdown of operation, cost of money, loss of use of revenue or otherwise, and liabilities, claims and expenses of third parties.

**GOVERNING LAW**

- 12) This contract shall be construed in accordance with the laws of the State of Ohio.

**CONTRACT FORMATION**

- 13) BUYER and SELLER agree that this quotation including the foregoing terms and conditions shall constitute the complete and final agreement between BUYER and SELLER in respect to this transaction. There are no understandings between the parties hereto except as expressly provided herein and any purchase order issued by BUYER shall incorporate the terms and conditions hereof. Any and all terms and conditions of said purchase order which vary from the terms and conditions hereof and are hereby expressly objected to. None of the terms and conditions contained in this quotation may be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of SELLER.
- 14) The BUYER shall hold and save SmithCNC-SOLAR, its officers, agents, and employees harmless from liability of any kind, including costs and expenses for or on account of any patented or unpatented invention, article or appliance manufactured in the performance of any order of the BUYER in accordance with designs and specifications approved by the BUYER hereunder.

**FREIGHT**

- 15) Shipments will be made EXW, factory unless otherwise contracted for in writing.

05/22/19



**Purchase Order PO001040**

Smith CNC-USA LLC  
2399 Locust St #3  
Canal Fulton, OH  
44614  
USA

Ship-to Address  
Danhydra Inc.  
5100 Boyd Lake Ave.  
Loveland, Colorado  
80538  
USA

Danhydra  
Document Date 3/24/2021  
Payment Terms Net cash 30 days  
Shipment Terms  
Purchased by Tonia Hemphill  
Phone No. +1 (720) 601-2322  
E-Mail toh@danhydra.com

Vendor  
Your Reference  
Buy-from Vendor No. 3302680362  
Attention

Page 1 of 1

Danhydra item no.	Vendor item no.	Description	Delivery time	Quantity	Direct Unit Cost(USD)	Amount(USD)
		WT20 Full Rotor Lift Tool		1	5,000.00	5,000.00
		PO provided to move forward with material procurement.				
		WT20 Full Rotor Lifting Tool	08/18/21	1	59,500.00	59,500.00
		PO to cover final design on lifting tool				
<b>Total USD</b>						<b>64,500.00</b>

Please confirm this Purchase order in writing within 2 days.

Please send invoices per e-mail to: Invoice.us@danhydra.com.

**Danhydra Inc.**

5100 Boyd Lake Ave.  
US-Loveland, Colorado  
USA

Phone No. +1 (720) 663-0673  
VAT Registration No.

Bank: BOK Financial  
Account:: 3530965

IBAN: 102000607  
SWIFT: BAOKUS44

www.danhydra.com



**From:** Douglas Smith  
**Sent:** Tuesday, September 6, 2022 9:31 AM  
**To:** Winston Shaw <whs@danhydra.com>  
**Subject:** FW: Danhydra

Winston;

After reviewing where we were at on this Danhydra Project here is what I came up with.

We can get in a big Legal battle or part ways and move on. We will need All invoices and extras paid up and offer a 1 time release on the non-circumvent to finish this project.

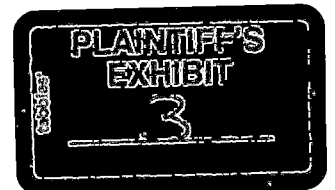
There have been so many additional requirements after the job was quoted and started working to draft drawings as seen from previous email.

Danhydra was fully aware of this and ALL meticulously documented and reviewed with daily conference calls. At this point its an accounting matter to settle up and move on.

We did an accounting where we stand on completion of the project and it as follows;  
There are 5 different part to this.

1. Dummy lifting tool 100% finished
2. Lifting tool finished only needs paint. So 98%
3. Barrel 85% complete on hold by GE waiting for Charpy weld test. Completed and passed now as of Friday. This was a new requirement.
4. Legs 95% complete new plates Passed Charpy test.
5. Transport stand 99% finished
6. ALL materials purchased.
7. Cancellation fee 10%

Payment received Deposit on Dec 22<sup>nd</sup>. 50% \$105,588.52



Payment received Deposit on Jun3rd. \$4,500

Payment received Deposit May 27 10,440.57 50% on additional items on lifting tool.

Additional items:

1. Additional bolt carriers and new parts. PN 162424 \$15,060.70 Approved by DH
2. Change to materials on Blocks. \$4,671.81 approved by DH
3. C5110 quote for Welding Charpy test \$3,550.00 approved by DH
4. Charpy steel test on Legs \$4,500 additional requirement.
5. Cancellation fee 10%

These are in addition to revised PO1825

Summary:

PO 1825	253,090.79
Additional bolt carriers and new parts. PN 162424	15060.7
Change to materials on Blocks. \$4,671.81	4671.81
C5110 quote for Welding Charpy test \$3,550.00	3550
Charpy steel test on Legs \$4,500	4500
Sub Total	280,873.30
Cancellation 10%	28087.33
Total	<b>308,960.63</b>
Deposit on Dec 22 <sup>nd</sup> . 50%	105,060.70
received Deposit on Jun3rd	4500
received Deposit May 27	10,440.57
balance	<b>188,959.36</b>



*Making Lives Better One Roof At A Time*

[www.SunProSolar.us](http://www.SunProSolar.us)

Facebook <https://www.facebook.com/httpssunprosolar.us>

Ph 330-949-1242

From: Abe Weagraff <[ajw@danhydra.com](mailto:ajw@danhydra.com)>

Sent: Friday, December 3, 2021 12:45 PM

To: Douglas Smith <[doug@smithcnc-usa.com](mailto:doug@smithcnc-usa.com)>; Doug Smith <[doug.smith@smithcnc-solar.com](mailto:doug.smith@smithcnc-solar.com)>

Cc: Winston Shaw <[whs@danhydra.com](mailto:whs@danhydra.com)>

Subject: RE: NDA

Thanks. See attached for fully executed.

Med venlig hilsen / Mit freundlichen Grüßen / Yours sincerely

**Abe Weagraff**

Regional Supply Chain Manager, USA

T: +1 (720) 663-0673

M: +1 (970) 893-0453

E: [ajw@danhydra.com](mailto:ajw@danhydra.com)

**Danhydra Inc.**

5100 Boyd Lake Ave.

Loveland, CO 80538

[www.danhydra.com](http://www.danhydra.com)



This message is private and confidential. If you have received this e-mail in error please notify the sender immediately and remove it from your system.

For GDPR policy please see [here](#).

Please consider the environment before printing this e-mail.

From: Douglas Smith <[doug@smithcnc-usa.com](mailto:doug@smithcnc-usa.com)>

Sent: Thursday, December 2, 2021 7:28 PM

To: Abe Weagraff <[ajw@danhydra.com](mailto:ajw@danhydra.com)>; Doug Smith <[doug.smith@smithcnc-solar.com](mailto:doug.smith@smithcnc-solar.com)>

Cc: Winston Shaw <[whs@danhydra.com](mailto:whs@danhydra.com)>

Subject: RE: NDA

Abe;

Good meeting you guys today. Attached is the signed copy of the NDA.

See you in Mexico.

Winston Justin says Hi.

Thank you!

**Doug Smith**

Pres/Ceo



Smith CNC-Solar



[www.Smithcnc-solar.com](http://www.Smithcnc-solar.com)

FaceBook SmthCNC-Solar

<https://www.facebook.com/Smithcnc-SOLAR-113303514480026>

Ph 330-949-1242

**From:** Abe Weagraff <[ajw@danhydra.com](mailto:ajw@danhydra.com)>

**Sent:** Thursday, December 2, 2021 2:51 PM

**To:** Doug Smith <[doug.smith@smithcnc-solar.com](mailto:doug.smith@smithcnc-solar.com)>; Douglas Smith <[doug@smithcnc-usa.com](mailto:doug@smithcnc-usa.com)>

**Cc:** Winston Shaw <[whs@danhydra.com](mailto:whs@danhydra.com)>

**Subject:** NDA

Hey Doug,

See attached updated NDA. I added in Section 5 around Non-Circumvention and updated the language a bit to align with our NDA. I removed the portion stating "supplier agrees" as your supplier is not a party to this agreement and I expect you have something similar in place with them already. If this fits your needs please sign and return.

Thanks, Abe.

Med venlig hilsen / Mit freundlichen Grüßen / Yours sincerely

**Abe Weagraff**

Regional Supply Chain Manager, USA

T: +1 (720) 663-0673

M: +1 (970) 893-0453

E: [ajw@danhydra.com](mailto:ajw@danhydra.com)

**Danhydra Inc.**

5100 Boyd Lake Ave.

Loveland, CO 80538

[www.danhydra.com](http://www.danhydra.com)



This message is private and confidential. If you have received this e-mail in error please notify the sender immediately and remove it from your system.

For GDPR policy please see [here](#).

**Please consider the environment before printing this e-mail.**



STEEL WORK SOLUTIONS  
 Manufacturas y Tecnologías Avanzadas de Acero, S.A. DE C.V.  
 Antonio E. Marcos 1219. Cosmópolis  
 Apodaca N.L. C.P. 66612.  
 Tel. +(81) 1958-9390  
 RFC MTA 110923 8P

Reference No: C.5110

Date: 15/AGO/2022

Cliente / Customer: SMITH CNC.

Atención / Attention: JUAN CARLOS GONZALEZ.

En respuesta a su amable solicitud de cotización, ponemos a su consideración los siguientes precios, para la fabricación de los siguientes artículos / In response to your kindly request of quotation, we put in consideration the following prices for the manufacturing of the following items:

Part Number	Eau	Unit Price (Usd)
Welding Procedure Specification D14.1 with charpy test.	1	\$3,550.00

## Observaciones/Comments:

- Including PQR, WPQ.
- Charpy test of welding.

## Términos de venta / Sales Terms:

1. Al Facturar se le agregará el I. V. A. / Income tax will be charged at invoice.
2. Precios en dólares / All prices in Dlls.
3. Vigencia de cotización; 30 días / Quotation active during 30 days.
4. Forma de pago: 15 días / Means of payment: 15 days
5. Precios sujetos a cambio por variación notable en nuestros costos / Prices may vary depending on changes in our costs.
6. Los bienes o productos no recolectados en un periodo de 6 meses pasarán a disposición de Scrap debido a la necesidad de espacio / Products or goods not recollected in a six months period will be moved to scrap due space availability.

Atentamente / Regards

Rolando Cruz.

Technical Manager

P.A.  
 Luis Gtz.  
 15/08/22

Autoriza / Authorize

Luis Gonzalez Ayala

Commercial Planning Manager



## QUOTATION

---

DATE: 22/08/2022

Quote No. SunPro SOLAR-20220822

Material: plate 114mm A572-50 = \$171.21 USD

Machining: \$624 USD

Second Quotation

Material:

1 pz Round bar 16" x 115mm

2 pz Round bar 12.5" x 115mm

Total \$2,555.02 USD (including charpy test)

Machining:

\$2,912 USD

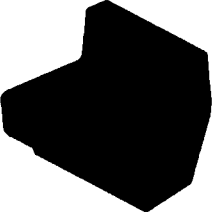
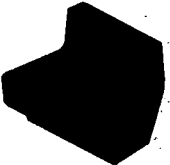


Difference between material: \$2,555.02 USD - \$171.21 USD = \$2,383.81 USD

Difference between machining: \$2,912USD - \$624USD = \$2,288 USD

Total: \$4,671.81 USD



Date 8/09/2

	description	picture	Bolt carrier part number	qty	price
1	castings		162524	3	\$ 337.50
2	Machining		162524	36	\$ 151.20
3	Sacrificial Plate		162526	35	\$ 58.00
4	Sacrificial Plate		162525	35	\$ 54.00
5	Galvinize	.75/lb * 35lbs	162524	36	<u>\$ 0.75</u>
				Total	
6	Pattern			1	\$ 3,740.00





12

Total

\$ 1,012.50

\$ 5,443.20

\$ 2,030.00

\$ 1,890.00

\$ 945.00

\$ 11,320.70

\$ 3,740.00



**DANHYDRA**  
TOOL SOLUTIONS FOR WIND POWER

## Purchase Order PO001825

Smith CNC-USA LLC  
2399 Locust St #3  
Canal Fulton, OH  
44614  
USA

Ship-to Address  
Danhydra Inc  
Att. +1 (720) 663-0673  
5100 Boyd Lake Avenue  
Loveland, Colorado  
80538  
USA

Danhydra  
Document Date 12/16/2021  
Payment Terms Net cash 30 days  
Shipment Terms  
Purchased by Abe Weagraff  
Phone No. +1 (970) 893-0453  
E-Mail ajw@danhydra.com

Vendor  
Your Reference  
Buy-from Vendor No. 3302680362  
Attention

Page 1 of 2

Danhydra item no.	Vendor item no.	Description	Delivery time	Quantity	Direct Unit Cost(USD)	Amount(USD)
351076		Full rotor lift tool Sierra GE WT20	02/04/22	1 PIECES	28,587.00	28,587.00
SETUP		Lifting Tool Adtl Testing and Material	02/04/22	1	6,437.46	6,437.46
162232		Load test welded Sierra	02/04/22	1 PIECES	20,250.00	20,250.00
SETUP		Dummy Tool Adtl Testing and Material	02/04/22	1	3,701.73	3,701.73
162240		Transport frame 2 Sierra	02/04/22	1 PIECES	8,940.05	8,940.05
SETUP		Transport Stand Adtl Testing and Material	02/04/22	1	1,944.35	1,944.35
		Unbalanced Rotor Stand	02/25/22	1	153,400.00	153,400.00
		Additional labor required on UBRS		1	24,378.00	24,378.00
		Additional Pins for UBRS - 162192		6	908.70	5,452.20
		Charge items are the agreed upon costs from 5/13				
					<b>Total USD</b>	<b>253,090.79</b>

Purchase Order shall be confirmed in writing within 2 working days

Invoice must be issued by e-mail with reference to PO number to: [Invoice.us@danhydra.com](mailto:Invoice.us@danhydra.com)

For this order Danhydra "General Terms and Conditions of Purchase" apply which is found on:

<https://danhydra.com/about/standard-terms-and-conditions/>

**Danhydra Inc.**

5100 Boyd Lake Ave.  
US-Loveland, Colorado  
USA

Phone No. +1 (720) 663-0673  
VAT Registration No.

Bank: BOK Financial  
Account:: 3530965

IBAN: 102000607  
SWIFT: BAKUS44

[www.danhydra.com](http://www.danhydra.com)



## Purchase Order COPYPO001825

Smith CNC-USA LLC  
2399 Locust St #3  
Canal Fulton, OH  
44614  
USA

Ship-to Address  
Danhydra Inc  
Att. +1 (720) 663-0673  
5100 Boyd Lake Avenue  
Loveland, Colorado  
80538  
USA

Danhydra  
Document Date 12/16/2021  
Payment Terms Net cash 30 days  
Shipment Terms  
Purchased by Abe Weagraff  
Phone No. +1 (970) 893-0453  
E-Mail ajw@danhydra.com

Vendor  
Your Reference  
Buy-from Vendor No. 3302680362  
Attention

Page 1 of 2

Danhydra item no.	Vendor item no.	Description	Delivery time	Quantity	Direct Unit Cost(USD)	Amount(USD)
351076		Full rotor lift tool Sierra GE WT20	02/04/22	1 PIECES	28,587.00	28,587.00
SETUP		Lifting Tool Adtl Testing and Material	02/04/22	1	6,437.46	6,437.46
162232		Load test welded Sierra	02/04/22	1 PIECES	20,250.00	20,250.00
SETUP		Dummy Tool Adtl Testing and Material	02/04/22	1	3,701.73	3,701.73
162240		Transport frame 2 Sierra	02/04/22	1 PIECES	8,940.05	8,940.05
SETUP		Transport Stand Adtl Testing and Material	02/04/22	1	1,944.35	1,944.35
		Unbalanced Rotor Stand	02/25/22	1	153,400.00	153,400.00
		Additional labor required on UBRS		1	24,378.00	24,378.00
		Additional Pins for UBRS - 162192		6	908.70	5,452.20
		Charge items are the agreed upon costs from 5/13				
					<b>Total USD</b>	<b>253,090.79</b>

Purchase Order shall be confirmed in writing within 2 working days

Invoice must be issued by e-mail with reference to PO number to: [Invoice.us@danhydra.com](mailto:Invoice.us@danhydra.com)  
For this order Danhydra "General Terms and Conditions of Purchase" apply which is found on:  
<https://danhydra.com/about/standard-terms-and-conditions/>

### Danhydra Inc.

5100 Boyd Lake Ave.  
US-Loveland, Colorado  
USA

Phone No. +1 (720) 663-0673  
VAT Registration No.

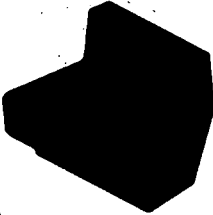



Bank: BOK Financial  
Account:: 3530965

IBAN: 102000607  
SWIFT: BAOKUS44

[www.danhydra.com](http://www.danhydra.com)



Date 8/09/22

description	picture	Bolt carrier	part number	qty	price	Total
1	castings		162524	3	\$ 337.50	\$ 1,012.50
2	Machining		162524	36	\$ 151.20	\$ 5,443.20
3	Sacrificial Plate		162526	35	\$ 58.00	\$ 2,030.00
4	Sacrificial Plate		162525	35	\$ 54.00	\$ 1,890.00
5	Galvinize	.75/lb * 35lbs	162524	36	\$ 0.75	\$ 945.00
6	Pattern			1	\$ 3,740.00	\$ 3,740.00
				Sub Total		\$ 11,320.70
				TOTAL		\$ 15,060.70



Date Produced: 01/30/2023

STARK COUNTY CLERK OF COURTS:

The following is the delivery information for Certified Mail™ item number 9489 0090 0027 6446 5378 30. Our records indicate that this item was delivered on 01/25/2023 at 01:16 p.m. in LOVELAND, CO 80538. The scanned image of the recipient information is provided below.

Signature of Recipient :

Nettie Bell

Address of Recipient :

5100 Boyd  
Lake Ave  
80538

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,  
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.